

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE

Government of Madras

Public Works

DEPARTMENT

G.O. No.	1359	(2)	Press
B.P. No.			Mis.
Dated	1-6-		1876.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
1st June 1876.*

No. 3. Read the following letter from Colonel F. J. MOBERLY, R.E., Superintending Engineer, Chingleput, to Major-General G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Camp at Seemapuram, 18th May 1876, No. 602 :—

I HAVE the honor to enclose translation of a plaint against me and my reply, and request permission to defend it at the expense of Government.

1 Translation of Plaint.
1 Draft reply.

No. 4. ORDER THEREON, 1st June 1876, No. 1,358.

IRRIGATION, No. 1.

Establishment.

THE Superintending Engineer, Chingleput, is authorized to defend the suit, and on the result being reported it will be determined whether the costs, if any, will be borne by Government.

(True Extract.)

Colonel,
Offg. Under Secy. to Govt., P.W.D.

To the Superintending Engineer, Chingleput.
" Examiner of Public Works Accounts.
" Government Pleader.
" Chief Engineer for Irrigation.

Reply to plaint.

The contractors agreed to execute a certain amount of work to the Buzaru Channel by or before 15th March and deposited Rupees 1000 as security.

They applied on 11th January for an extension of the time on account of the difficulties caused by rain and floods. but in fact due much more to quarrels among themselves, proved by application to the Range Officer by one partner not to pay the other.

I offered to cancel the Contract and to return the deposit if the Contractors would relieve me of the obligation to employ them. At

first they assented, but when they found that I proposed to call in other persons beside themselves they refused, though I warned them that if they did so I should adhere to the letter of the Contract and retain the Rupees 1000 deposited.

There were many days in the year during which work might have been done and after the middle of February the channel was quite dry but the contractors never put a Cooly on it.

Respectfully
Colonel R.E.
Superintending Engineer
Changleput.

Handwritten notes or signatures in the right margin.

76
Amount of claim Rupees 2853-11-6

The District Court of Chingleput.

Plaintiffs

1st P. Sreenivasa Chetty son of Venkataswami Chetty tradesman by profession residing in Pettah attached to Poonamallee Sydapett Taluk.

2nd N. Sawmy Chetty son of Veerasawmy Chetty tradesman by profession residing in Krapakam Chingleput Taluk.

Defendant

Colonel Moberly R.E. residing at Grindy Sydapett Taluk Executive Engineer 1st Grade & Superintending Engineer Chingleput District now under orders to join Tinnevely as District Engineer.

The Plaintiffs Vakeel M. Cooppos.

Sawmy Naide files this suit under Section 26 of the Civil procedure Code to recover a total sum of Rupees 2853-11-6 consisting the following items..

Amount of deposit received from the 1st Plaintiff by the Defendant with interest thereon Rs 1212-8-.

Loss incurred by the 1st Plaintiff in advances made by him to work men and others for the performance of Contract work.

Rupees - 1241 - 3 - 6

Total Rupees 2453 - 11 - 6

Enclosure in a letter
from Mr. Clerk & Engineer
Chingleput to the Secy.
to Govt. P. W. D. No.
602 of 18th May 1906

P. N. 3661/96
2/1

1st The Plaintiffs have received orders on the 21st August 1872 from the Defendant to execute certain earth work to the old Bungaru Channel, which extends from Kesaveram Aricut to Boratur Aricut, on the understanding that the Plaintiffs are to finish the work within 15th March 1873. Agreeably to an Estimate which was to be furnished to the Plaintiffs by the Defendant, and in accordance with the line which the Defendant was to mark out by pegs and that the Plaintiffs were to deposit a sum of Rupees 1000 previously for this work.

2 Agreeably to this contract a sum of Rupees 1000 has been deposited by 1st Plaintiff.

3 In accordance with the terms of contract, the defendant has not given the Plaintiffs an estimate and neither has he marked out the line by pegs.

4 As there was continuous rain and in consequence freshes in the above channel from 2nd August 1872 to 30th August 1873, and as the Defendant has failed to do his part of the work the Plaintiffs

desired the Defendant to fix another⁹ time for the performance of this work.

5 On this the Defendant ordered the Plaintiffs to bring another Stamp paper which was accordingly done by them.

6 Then the Defendant has informed the Plaintiffs that he cannot have the Agreement re-written fixing another time.

7 On some day at about the end of March 1873, after the date limited for the performance of Contract, i.e. 15th March 1873, expired the Contract was given by the Defendant to others.

8 The Plaintiffs depending on the Contract which they once obtained have advanced to workmen to the extent of Rupees 1641-3-6 which was lost.

9 The Defendant has informed that the amount deposited by the 1st Plaintiff Rupees 1000 has been credited to Government.

10 The work was not carried out

by the Plaintiffs for no other reason than the following Viz: 1st the Defendant has failed to give the Plaintiffs at once the estimate of the work, 2^d he has also failed to mark out the line by pegs, 3^d there was continuous fresh in the Channel owing to heavy rains after their taking the contract.

11 The Defendant is liable to pay the loss incurred by the 1st Plaintiff in advances made to workmen on account of the said Contract as well as the amount deposited by him (the 1st Plaintiff) with the Defendant.

12 Ragoopathy Pillay, a partner in the firm of the Plaintiffs has relinquished his claim in the above matter through a written agreement given by him to the 1st Plaintiff on the 16th November 1875, and authorized the 1st Plaintiff to recover for himself the amounts of advance and deposit as these were made from his (1st Plaintiffs) own money. Ragoopathy Pillay has therefore not come as one of the

Plaintiffs

Plaintiffs in this suit.

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It is therefore requested that the Court will be pleased to decree that the deposit of Rupees 1000 which the Defendant received from the 1st Plaintiff together with interest thereon at $\frac{1}{2}$ per cent from 22^d August 1872 up to date of this suit, Viz: Rupees 212-8-0, and any further interest accruing as well as loss sustained in advances made to workmen Viz: Rupees 1641-3-6 be paid to Plaintiffs by the Defendant.

Signed/ M. Coopproosawmy
Aide

14th March 1876.

Court Vakeel

We the Plaintiffs in this Case do certify that to the best of our knowledge, the matters contained

in this plaint are facts.

Signed P. Sreenivasa Chetty

Signed P. Sreenivasappa Chetty
Signed V. Sany Chetty

Signed E. B. Ford

District Judge.

(Free Translation)

J. G. Thompson *Col. R. E.*

Sup's Bay Chislaput -

P. N. 2611/76

Enclosure in a letter
from the Supg. Engineer
to the Secy to Govt
No. 602 of 1876
May 1876

Chingleput

No 602

CHINGLEPUT SUPG. ENGR'S OFFICE,
Chingleput, 18th May 1876.

Camp, Seemapuram
~~Chingleput~~

FROM

THE SUPG. ENGINEER

Chingleput

To The Secretary to Government
Department Public Works

Enc: 1
Translation
of plaint.
Draft reply.

Sir,
I have the honor to enclose
translation of a plaint against
me and my reply and request
permission to defend it at
the expense of Government.

I have the honor to be,

Sir,

Your most obedient Servant,

H. E. B. B.

Colonel, R. E.,

Supg. Engineer Chingleput.

4029-Jan 2/5 N=260.

N=1358 d/1st June/76

The Superintending
Engineer, Chingleput,

is authorized to
defend the suit,

and on the result
being reported it

will be determined

whether the costs

if any, will be borne
by Government.

W. 26/5

N=3-4

J. E. Chingleput-Inf
Ex. P. W. Accts & v
Govt. Pleader 3 17/10/76

P. W. 1876 Department

From

THE SUPR. ENGINEER,

CHINGLEPUT.

To

THE Secy to Govt
P. W. Dept

Dated

18th

May

1876

Received

20

ENCLOSURE 2

Requests per-
mission to defend
a suit brought by
a Contractor of Chem-
brambakam tank
work at the expense
of Government
With order

3661/CA

Gobt. of 1876: Madras.
PUBLIC WORKS.

To

The Supt. Engr. Chingleput

Dated

Issued

Recd

E.C.

G. O. 1 June 1876, No. 1358

Nos. 3 & 4

Suit - Chingleput &c

Authority granted
for defending the —
brought by a contractor
for the Chembram baram
Tank works with certain
remarks -

12-11-76